

**ADMINISTRATIVE CONTRACT**

**LEWISTON ALTURA PRINCIPAL'S  
ASSOCIATION**

**LEWISTON-ALTURA ISD #857**

**~~JULY 1, 2021 THROUGH JUNE 30, 2023~~**

**JULY 1, 2023 THROUGH JUNE 30, 2024**

**Commented [DR1]:** Update for a one year contract

**PREFACE**

This administrative contract is entered into on this date of July 1, 2023, by the School Board of Independent School District 857 of Lewiston, Minnesota and the Lewiston Altura Principal's Association of Independent School District #857.

**Commented [DR2]:** Update to the actual date of agreement.

**STATEMENT OF POLICY**

The School Board and the Principal have mutual goals: To provide an educational program of excellence to the children of Independent School District 857 and to maintain a school operation that is efficient and equitable to the clientele and patrons of the School District.

**PROFESSIONAL RESPONSIBILITIES OF A PRINCIPAL**

It shall be the responsibility of a Principal to discharge responsibilities to the School Board and the faculty and students of the school system according to the job specifications for the Principal's position, and in a manner, which exemplifies the fullest professional concern for the clientele and educational program of the School District. It shall be the responsibility of the Principal to be informed on School District affairs so that the School Board shall have the benefit of professional recommendations concerning the decisions that must be made. It shall be the responsibility of the Principal to be visible at the events of their respective school buildings and events as directed by the Superintendent.

**PROFESSIONAL PRINCIPAL ASSOCIATIONS**

The School Board shall expect a Principal to be up-to-date on the knowledge and technology of the profession. To facilitate this, the School Board will:

Provide memberships in the state and national principal associations.

**Commented [DR3]:** Remove national membership as a cost savings

Provide yearly license fee to the Board of School Administrators.

Provide time and School District funds to attend local, district, and state professional meetings. Attendance at those meetings is subject to approval by the Superintendent. Attendance at national conventions by a principal is subject to approval by the School Board.

**PRINCIPALS' TRAVEL POLICY**

It shall be necessary for a Principal to travel on occasion either to attend the meetings described above or conduct School District business. Reimbursement will be made by the School District for such travel as follows:

Automobile travel at current district rates. Meals, hotel, and registration at actual costs. Commercial transportation, when used, at actual cost.

**STRIKES OR WORK STOPPAGES**

Principals covered by this agreement, in the event of a strike or work stoppage by other district employees will consider themselves to be on duty for the purpose of carrying out School Board policy and insuring the safety and welfare of personnel and property. In no event will the compensation for principals be halted or suspended due to strikes or work stoppage of other district employees.

**LEAVES OF ABSENCE**Sick Leave

Definition: Sick Leave shall be defined by the Minnesota Department of Labor and Industry definition for Earned Sick and Safe Time (ESST). The website outlines what the state statute outlines the reasons that sick and safe time can be utilized.

<https://www.dli.mn.gov/sick-leave>

1. Number of Days                      The first year of employment only, the principals will be granted 24 days of sick leave. After the first year, all principals shall earn twelve (12) days of sick leave for each year of

employment with the school district. A day will be interpreted to mean the principals' work day.

2. Accumulation Accumulation of unused sick leave days shall be unlimited. Each principal shall receive a written notice of the total number of accumulated sick leave days in each school year.
3. Sick Leave Pay Sick leave with pay shall be allowed by the school district whenever a principal's absence is found to have been due to illness or debilitating condition which prevented his/her attendance at school and performance of duties on that day or days.
4. Accrued Sick Leave Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.
5. Workmen's Compensation All absences caused by injury covered by the Workmen's Compensation Act are a part of the sick leave policy of the district. If the payment to the principal under the Workmen's Compensation Act is not equal to the principal's salary, the School District will pay the difference between the regular daily salary of the principal and the amount paid by Workmen's Compensation. The fractional time a principal is absent from school and not paid by Workmen's Compensation will be charged against his/her accumulated sick leave. The fractional amount paid by the school district will be charged to the principal's accumulated sick leave.
6. Family Leave A principal who is absent due to illness of a member of the immediate family will be allowed five days in any one school year without salary deduction. ~~(Immediate family shall be defined as wife, husband, brother, sister, child, parent, guardian, ward, grandparent, grandchild, mother-in-law, and father-in-law.)~~

**Family Defined:**

Family members shall be defined by the Minnesota Department of Labor and Industry definition for Earned Sick and Safe Time (ESST). The website outlines what the state statute outlines as family members.

<https://www.dli.mn.gov/sick-leave>

In the event of a serious illness, additional days may be granted by the Superintendent. This shall be deducted from accumulated paid sick leave.

7. Unused Sick Leave Upon retirement from the School District, a principal's unused sick leave days shall be reimbursed to the principal at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30<sup>th</sup> following the principal's retirement.
8. Termination of Benefits Benefits under this provision shall cease upon death of the principal except when both husband and wife have been employed by the School District until retirement (and both have been eligible to receive insurance coverage) in which case the survivor will have continued coverage under these provisions.
9. Payments If a principal dies with a portion of their unused sick leave unpaid, the balance due shall be paid to the principal's beneficiary, if any, otherwise to the principal's estate.

Bereavement Leave

Bereavement leave shall be granted to all principals without salary deduction. The absence, however, shall be deducted from the employee's accrued sick leave. The exact number of days allowed will be determined by the Superintendent.

Personal Leave

Personal leave will be identified as leave needed for personal reasons on student contact days. A principal will be able to use up to five personal days during a contract year which will not count against their accrued sick leave. Principals will

**Commented [DR4]:** Replace this language from the new Minnesota ESST language

add additional non-student days to their yearly work calendar to remain at 220 days. Personal leave days will be paid at the same rate as all other contract days. Notice will be provided to the superintendent in the event that a principal needs to be out of the building on a student contact day.

#### Unpaid Leave

A leave of absence without pay of up to one (1) year may be granted to any principal who has been employed by the District for three (3) or more consecutive years, upon application for the purpose of: (1) engaging in study at an accredited college or university, reasonably related to the principal's professional responsibilities; (2) foreign or military teaching programs; (3) the Peace Corps as a full-time participant in such a program; (4) a cultural or work program related to the principal's professional responsibilities; (5) seeking other employment opportunities; (6) foreign travel or travel experiences in the U.S.; (7) participation in community and educational projects; (8) or such other reasons that are approved by the Board.

A principal who has been granted a leave of absence shall maintain all fringe benefits accrued prior to the principal's leave, but they may be required to pay their own insurance premiums for the duration of the leave.

#### 1. Unrequested Leave of Absence

1. **Seniority Date:** The seniority dates for new principals shall be the first day of service in the district in a licensed administrative position. An administrator may maintain a seniority date on both the Education Minnesota Lewiston-Altura and Lewiston-Altura Principals Association lists concurrently.

2. **Unit Service:** Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a principal's unit position. Service in other non-units within the district cannot be counted for purposes of bumping another administrative unit member.

Principals retain all other rights under Minnesota Statutes 122A.40.

3. **Ties:** The following criteria shall be used to break seniority ties in the placement of principals:

- 1) Initial date of service in the District as a licensed teacher or other licensed professional.
- 2) Earliest/lowest Professional Educator Licensing and Standards Board (PELSB) file folder number.

#### 2. Placement on Unrequested Leave of Absence

Subd. 1. **General.** The District may place principals and/or assistant principals on unrequested leave of absence, without pay or fringe benefits upon completion of the contract year; however, the district must notify a principal no later than April 1 of that contract year of its intent to place a principal on an unrequested leave. The District agrees to consult with the Principal's Association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

Subd. 2. **Method.** The District will place the least senior principal on unrequested leave of absence.

#### 3. Reinstatement

Subd. 1. **Recall.** Principals will be recalled from an unrequested leave of absence to available positions for which they are licensed. The principal with the highest seniority date will be reinstated first.

Subd. 2. **No appointment of a new principal** will be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy.

Subd. 3. **Notification** will be by certified mail to the principal's last known address and to the principal's email address. In the event a principal declines a principal position or fails to notify the District in writing of the principals' intentions within fifteen (15) days of the date of notification, the principal is removed from the recall list. A principal

on unrequested leave of absence will provide the district with appropriate contact information annually for purposes of notification in this section.

Subd. 4 The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five years from the date the principal's unrequested leave of absence began or until the principal fails to respond within fifteen (15) days of the date of yearly notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first. The five year reinstatement period ends on the first day teachers return to duty for the commencement of the fifth school year following the principal's placement on unrequested leave.

Subd.5 A Principal placed on unrequested leave of absence has the ability to assert statutory rights into a licensed teaching position.

Subd. 6 A principal that accepts a principal position with another district voluntarily gives up their rights for reinstatement to the district. Within 10 days of acceptance of another principal position, the principal on leave will notify the business office of acceptance of the new position.

#### **PAY PERIODS**

Principals will be paid twice monthly per the pay schedule established by the District Business Office.

#### **CONTRACT LENGTH**

The elementary principal's contract period will be for a total of 220 days.

The secondary principal's contract period will be for a total of 220 days.

#### **HEALTH AND HOSPITALIZATION**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance-Single Coverage: The School District shall contribute-100% of the premium payment for individual coverage for each full-time principal employed by the School District and is enrolled in single coverage in the School District's group health and hospitalization insurance plan.

Section 3. Health and Hospitalization Insurance-Family Coverage: The School District shall contribute a sum not to exceed \$1,600 **\$1,850 per month** toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the principal and paid by payroll deduction.

**Commented [DR5]:** Section 3: Update date and amounts in highlighted areas

Section 4. If a High Deductible Health Plan option is available through the School District's group health and hospitalization insurance plan, the School District will establish a Health Savings Account (HSA) for each full-time principal employed by the School District who qualifies for and is enrolled in single or family coverage in the High Deductible Health Plan option.

If multiple health insurance plan options are available through the District, and a principal qualifies for and is enrolled in single or family coverage through the High Deductible Health Plan option, the District will contribute \$3600 **\$4,200** for the ~~2021 and 2022 contract year~~ **2023-2024 contract year** into the Health Savings Account of the principal. The principal can add up to the Secretary of Treasury HSA maximum contribution through payroll deduction into their HSA. District contributions to a principal's Health Savings Account shall not exceed federal limits for single or family coverage. The district will make a \$450 **\$175** contribution per pay period.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: A principal is eligible for School District contributions as provided in this article as long as the principal is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 7. Eligibility: Full benefits provided in this article are designed for full-time principals who are employed an average of at least thirty-seven and one-half hours per week. Part-time principals who are employed an average of at least thirty hours per week shall be eligible for partial benefits proportional to the extent of their employment. Part-time principals employed less than an average of thirty hours per week shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

#### **DENTAL INSURANCE**

Dental coverage will be available at district rates.

#### **DISABILITY INSURANCE**

The Board agrees to pay the premium for the long-term disability insurance policy held by the school district.

#### **TERM LIFE INSURANCE**

The district agrees to provide \$100,000 in term life insurance to the principals.

#### **TAX SHELTERED ANNUITY**

Principals will be eligible to participate in the district's tax-sheltered annuity plan based upon the following provisions:

- |                            |  |
|----------------------------|--|
| 1. Participation           | The School District will contribute an amount, not to exceed \$3,000 each year, towards a tax sheltered annuity if this is matched or exceeded by a contribution from the individual employee. |
| 2. Participating Companies | The principal may select any qualified company pre-approved by the District.   |
| 3. Salary Deduction        | The salary deduction program will be administered on an evenly distributed formula for each pay period.  |
| 4. Administration of Plan  | The provisions of this section shall be administered in accordance with the District policy for tax sheltered annuities.   |

#### **HEALTH CARE SAVINGS PLAN (HCSP)**

In addition, the School District will make a contribution of \$100 per month into the Minnesota State Retirement System Health Care Savings Plan for the benefit of principals.

#### **GRIEVANCES**

A grievance is defined as a complaint arising from all alleged misinterpretations of alleged improper application of the terms of this agreement. An administrator who feels a cause to grieve shall first discuss the situation involved with his immediate superior, within ten (10) days of presumed cause for grievance, in an attempt to reach an informal satisfactory agreement.

Should this fail, the administrator within ten (10) days of said informal meeting, shall file with his immediate superior a statement of his grievance and cite the section of the agreement allegedly violated.

The immediate superior shall give a decision in writing within seven (7) days of receipt of the written statement of grievance.

In the event the grievance is not resolved at this level, the administrator originating the grievance may appeal the decision of the superintendent to the Board, providing that such appeal is made within fifteen (15) days after receipt of the superintendent's decision. The Board shall hear the grievance within fifteen (15) days after receipt of the appeal or at the next regularly scheduled board meeting. The administrator originating the grievance may be represented by the Association and/or counsel at this hearing. The Board shall render its decision in writing fifteen (15) days after the hearing. In event no decision is forthcoming within the time limits stated herein, the grievance shall be considered denied.

If the principals bargaining organization is not satisfied with the decision of the Board, the employee may submit the grievance for binding and final arbitration under the P.E.L.R.A. of 1971 as amended. If a demand for arbitration is not made within 30 days, the grievance will be deemed withdrawn.

Definitions for the purpose of the grievance procedure:

Days -	Means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.
Service-	Means personal service or by certified mail.
Reduce to Writing-	Means a concise statement outlining the nature of the grievance, the provisions of the contract in dispute, and the relief requested.
Answer-	Means a concise response outlining the employer's position on the grievance.
Days Pay-	For the purpose of severance pay, shall mean the base salary at the time of early retirement divided by 220 for the High School Principal and by 220 by the Elementary Principal.
Full Time-	Shall mean <del>forty (40)</del> <b>thirty seven and a half (37.5)</b> hours per week as a principal, assistant principal and shall include time spent in the classroom should the principal teach part-time or have other duties negotiated or assigned.

**Commented [DR6]:** Change to make consistent with Health and Hospitalization, Section 7

#### PERSONAL PROPERTY DAMAGE COMPENSATION

The school district shall provide compensation to the principal for loss of or damage to personal property as a result of vandalism, not to exceed \$500.00, per year.

**DOCTORATE COMPENSATION:** After earning a doctorate and then serving at least one year of service as a principal with this school district, the district will pay a one-time stipend of \$2,000. A copy of the transcript will be required, and payment will be deposited on June 30th.

#### COMPENSATION:

The LAPA and any new principal will negotiate the years of service level a new principal will be brought in on with the district, prior to settling on a contract.

Salary Formula

21-22  
 $89,000 + (\text{years of service} \times \$1500)$

22-23  
 $89,000 + (\text{years of service} \times \$1500)$

**Commented [DR7]:** Propose that formula remain the same.

23 - 24

89,000 + (years of service x \$1550)

Year 1			Year 2		
Formula = Base +(Experience x Multiplier)			Formula = Base +(Experience x Multiplier)		
Base	Experience	1500 Multiplier	Base	Experience	1550 Multiplier
89,000	1	90,500	89,000	1	90,550
89,000	2	92,000	89,000	2	92,100
89,000	3	93,500	89,000	3	93,650
89,000	4	95,000	89,000	4	95,200
89,000	5	96,500	89,000	5	96,750
89,000	6	98,000	89,000	6	98,300
89,000	7	99,500	89,000	7	99,850
89,000	8	101,000	89,000	8	101,400
89,000	9	102,500	89,000	9	102,950
89,000	10	104,000	89,000	10	104,500
89,000	11	105,500	89,000	11	106,050
89,000	12	107,000	89,000	12	107,600
89,000	13	108,500	89,000	13	109,150
89,000	14	110,000	89,000	14	110,700
89,000	15	111,500	89,000	15	112,250
89,000	16	113,000	89,000	16	113,800
89,000	17	114,500	89,000	17	115,350
89,000	18	116,000	89,000	18	116,900
89,000	19	117,500	89,000	19	118,450
89,000	20	119,000	89,000	20	120,000
89,000	21	120,500	89,000	21	121,550
89,000	22	122,000	89,000	22	123,100
89,000	23	123,500	89,000	23	124,650
89,000	24	125,000	89,000	24	126,200
89,000	25	126,500	89,000	25	127,750

For continuing contract purposes, the last year contract base and multiplier will be used until new formula numbers are agreed upon.

#### **SALARY SCHEDULE ADVANCEMENT BASED ON PERFORMANCE**

A principal will be eligible for Step Advancement in any year following a year that they are found to be meeting or exceeding expectations per their annual evaluation and that no disciplinary action beyond an oral warning is taken by the District against the principal.

A principal will be ineligible for Step Advancement in any year following a year that disciplinary action beyond an oral warning is taken by the District against the principal per District Policy 403 Discipline, Suspension, and Dismissal of



School District Employees for any violation of school laws and rules; substandard performance per their annual evaluation; and/or any form of employee misconduct.

**AUTHORIZATION**

In witness whereof, I have subscribed my signature this 11<sup>th</sup> day of April, 2022, update with the official date that the Board approves the contract.

\_\_\_\_\_  
Board of Education, Chairperson

\_\_\_\_\_  
Board of Education, Clerk

\_\_\_\_\_  
President, LAPA

\_\_\_\_\_  
Secretary, LAPA